

EXHIBIT 6

|||PNEU-MECH **SYSTEMS MFG. LLC**

Supplier of Quality

LIQUID PAINT & POWDER COATING SYSTEMS

201 Pneu-Mech Drive Statesville N.C. 28625

Phone: (800) 358-7374 • Fax: (704) 871-2780

Powder System Engineering

Proposal No. 18038E.1

August 20, 2018

Prepared by:

J.B. Graves and Jason Gatton

For:

Mr. Pete Pape and Mr. Tony Sielschott



New Bremen, Ohio

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A Division of Brawtus Holding Co. Inc.

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INTRODUCTION

Pneu-Mech Systems Mfg. LLC is very pleased to provide the attached complete proposal for the detailed equipment and services. The proposed package utilizes our unique blend of talent, which spans Process Engineering, Paint Shop Planning, Detailed Design/Engineering, Supply/Subcontract Management, Fabrication, Retrofits, Relocations, Installation and overall Project Management. Our team has developed a proven comprehensive package that has provided customers with the highest possible quality at the lowest possible price for over 27 years.

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SYSTEM DESIGN CRITERIA

| | |
|------------------------------------|-------------------------------|
| Largest Part Size: | 8'-0" W x 10'-0" H x 26'-0" L |
| Profile Opening: | 9'-0" W x 11'-0" H |
| Top of Conveyor to Top of Opening: | 5'-9" |
| Top of Conveyor to Top of Part: | 6'-3" |
| Design Line Speed: | 10.5 FPM (Variable) |
| Carriers Per Hour: | 37 (Short) 15 (Long) |
| Throughput: lbs / hr | 120,000 |
| Coating: | Powder |
| Insurance Carrier: | FM |
| Electrical: | 460 Volts, 3 Phase, 60 Cycle |
| Type Gas: | Natural Gas @ 5 PSI |
| Water Supply: | City Water |
| Make-Up Air: | 120,000 cfm |

Notes: Only those specifications set forth in this document are considered part of Pneu-Mech Systems proposal. This equipment shall be designed in accordance with accepted industry standards employing the latest available technology.

*Further modifications and design changes may be incorporated by Pneu-Mech Systems during the final engineering stages to produce the best equipment possible. **Note: No changes will be made without written approval from Crown Equipment.***

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SCOPE OF WORK

1 SYSTEM ENGINEERING

Pneu-Mech Systems Mfg. Inc., \$1,500,000 Total Engineering Package includes:

- a. Monthly progress payments @\$375,000 up to 4 months to complete.
(Note: customers response time required to provide necessary information may affect overall time required to complete engineering).
- b. General Arrangement system drawing to reach a basic design ready for detail engineering
- c. Pit dimensions and locations with detail to match approved GA design.
- d. Washer flow volumes
- e. Part carrier and detailed load bar design.
- f. Conveyor cording and design detail.
- g. Full system, as quoted, utility information – BTU, Amp, Exhaust etc. as per approved GA design
- h. Conveyor roof load estimates per approved GA design.
- i. Detailed Engineering and drawings – fully engineered for fabrication.
- j. Basic engineered software for system and conveyor logic.
- k. Multiple general system arrangements focused.
- l. Buyout list and details ready for purchasing.
- m. Pneu-Mech will immediately assign Crown a Project Manager for the project duration. Project manager will provide all required integration with building supplier, architect and ancillary suppliers.
- n. Pneu-Mech representation at all appropriate integrator meetings.
- o. Final System pricing and Project GANTT chart to be agreed upon at time of full system PO.
- p. Pneu-Mech reserves the right to adjust final pricing at completion of approval drawings.
- q. Pneu-Mech Reserves the right to adjust final pricing before accepting the total PO based on current steel cost.
- r. \$1,500,000 initial engineering package or, specific costs incurred, will be deducted from total system price.
- s. Cancellation is permitted up to and including engineering sign off. No penalty at that time.

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NOTE: The above prices are exclusive of country, State, VAT and/or Local Taxes. The shipping destination country, state, VAT and/or local taxes are the buyer's responsibility. Pneu-Mech Systems may be obligated to collect these from the buyer and distribute to the appropriate government agency unless the buyer sends a properly completed exemption certificate from destination point with their purchase order.

- *Because of current volatility of raw material costs, Pneu-Mech Systems reserves the right to adjust prices at any time prior to confirmation of purchase order receipt.*

2 TERMS

Warranty

2 year warranty will apply on all equipment manufactured by PNEU-MECH SYSTEMS MFG. LLC. Standard manufacturers' warranty will apply on all buy-outs. (Components only)

Design Notation

Pneu-Mech Systems Mfg. LLC practices a policy of continuous improvement in product design and construction. We reserve the right to alter specifications at any time with written approval from Crown Equipment.

ANY RESULTANT CONTRACT FOR EQUIPMENT AND/OR SERVICES IS SUBJECT TO PNEU-MECH SYSTEMS TERMS AND CONDITIONS OF SALE

Sincerely,

J. B. Graves (Regional Sales Manager)

Jason Gatton (Special Projects Manager)

Jerry Trostle (Vice President of Sales)

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IPNEU-MECH

SYSTEMS MFG. LLC

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3 CUSTOMERS RESPONSIBILITIES

3.1 Electrical

Furnish power feed from plants main power supply to the following locations:

- Main System Control Panel
- Infrared Control Panel
- Blast Room Breaker Box
- Environmental Room Breaker Box
- HVAC System
- Powder Booth Control Panel/Air Dryer
- Powder Collector / Gun System
- RO Water System

3.2 Sprinkler and Fire Suppression

Sprinkler piping or fire suppression system design and installation.

3.3 Gas Piping

Gas line piping to gas trains.

3.4 Air Lines

Air lines as required.

3.5 Water Piping

Furnish water line piping as required.

3.6 Life Safety Plan

Any equipment, installation and utilities required to fulfill your Life Safety Plan.

3.7 Miscellaneous Requirements

- Any required local or state permits, fees, and P. E. stamped drawings.
- Product hangers or fixtures.
- All pit/concrete work along with any building modifications.
- Wall openings required.
- Roof curbs and roof openings required.
- Permanent sealing around new roof curbs and flashing.
- Furnish floor drains as required.
- Exhaust air make up units.
- Pump piping to neutralization system or sewer.

I have read and understand My Responsibilities required for an operational system as outlined in the section above.

Signature _____ Dated _____

Title _____

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PNEU-MECH SYSTEMS MFG, LLC
201 PNEU-MECH DRIVE, STATESVILLE, NC 28625
TELEPHONE 704-873-2475 FAX 704-871-2780

TERMS AND CONDITIONS OF SALE

DEFINITIONS:

- A. **SELLER:** Pneu-Mech Systems Mfg., LLC, 201 Pneu-Mech Drive, Statesville, NC 28625.
- B. **BUYER:** _____.
- C. **CONTRACT:** Seller's Terms and Conditions of Sale, any proposal issued by Seller, and any technical or commercial specifications agreed to by Seller.
- D. **EQUIPMENT:** All or any part of the goods, work and services to be provided by Seller under the Contract.
- E. **NOTICE:** A written statement sent by registered or certified mail to either party at the address cited above, effective upon receipt.

LIMITATIONS ON CONTRACT TERMS:

Seller's proposal is an offer stating the terms and conditions under which Seller will enter into a contract with Buyer to provide the Equipment. This offer *expressly* limits acceptance to the complete technical and commercial terms stated therein. Additional or different terms which Buyer submits to Seller, either in a purchase order, letter of authorization, or other communication of acceptance, will have no force and effect unless specifically agreed to in writing by Seller. An offer by Buyer can only be accepted in writing by an authorized officer of Seller. In no event shall Seller's performance constitute acceptance of any terms and conditions different from those set forth in Seller's proposal. Any additional performance by Seller is only as an accommodation to Buyer.

PAYMENT TERMS

- A. Payment shall be made in full within thirty (30) days from notice of readiness to ship, unless a progress payment schedule has been established. Equipment orders are f.o.b. shipping point. The Seller reserves the right to change the terms of payment to sight draft, COD, or confirmed irrevocable letter of credit if, in the Seller's sole judgment, the financial conditions of Buyer has changed prior to the time of shipment. Seller may change interest at the rate of 1 1/2% per month on any past due balance.
- B. If shipment of Equipment is delayed due to Buyer's failure to promptly inspect, to give shipping instructions, or to discharge any duty necessary for delivery, payment shall become due as if shipment had been made. In any such case, the Buyer shall, in addition to the price, pay reasonable storage charges. Risk of loss during storage shall be borne by Buyer.
- C. Seller shall have the option of billing for partial shipments on a pro-rata basis.
- D. Prices on Equipment manufactured by Seller are firm for shipments to be made within six (6) months from date of Contract. Any delay in shipment beyond that time which is not a fault of Seller shall result in an adjustment in price to coincide with Seller's prices in effect at the time of shipment. Identical terms apply to prices for labor and miscellaneous materials.
- E. Prices of Equipment not manufactured by Seller are subject to adjustment in direct proportion and percentage to any increase in price to Seller by its supplier, unless specifically guaranteed otherwise in writing.
- F. When Equipment is installed and ready for start-up, all payment obligations of Buyer immediately become due. This provision specifically prevents Buyer from withholding payment because of non-performance of related work by other contractors. Seller agrees to permit Buyer to retain up to 5% of the Contract price, for a period not to exceed 90 days, while awaiting performance by others.

PERFORMANCE TESTS:

- A. Any contract obligation regarding performance test of the Equipment shall be satisfied upon satisfactory completion of performance tests. Said tests must be run within thirty (30) days of the date of initial operation, or Equipment shall be deemed to be satisfactory. Performance tests shall be run in accordance with Seller's instructions, if any, and in conformance with the Contract specification loads and conditions. Subsequent to satisfactory completion of performance tests, Seller's responsibility shall be limited to the material and workmanship warranty established under the Contract.
- B. All labor and materials incident to conducting performance tests are the expense and responsibility of Buyer. If included in the Contract, Seller shall provide a service representative to advise and consult during testing.

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LIMITATION OF LIABILITY:

- A. **Damage Liability:** IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR DIRECT DAMAGES OF ANY KIND, WHETHER IN NEGLIGENCE, STRICT LIABILITY, OR BREACH OF CONTRACT.
- B. **Indemnification:** Buyer shall indemnify and hold harmless Seller, its agents, representatives, and employees, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Buyer or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of the Contract. In no event shall Buyer's indemnity and hold harmless obligation apply to liability caused by the sole negligence or willful misconduct of Seller.
- C. **Third Party Rights:** Buyer shall bind subsequent buyers or lessees of the Equipment to the terms of this Contract such that said third parties shall have no further rights against Seller than does Buyer. Buyer agrees to notify said third parties of this provision and to make this a condition of any contract concerning the Equipment. In the event Seller is subjected to claims, losses, or damages beyond the limits set forth in the Contract, Buyer shall indemnify and hold harmless Seller from all such claims, losses, or damages.
- D. **Statute of Limitations:** Pursuant to North Carolina General Statute Section 25-2-725(1) (known as the Uniform Commercial Code), the statute of limitation is limited to twelve (12) months from the time a breach occurs.

LIMITED LIABILITY OF SELLER FOR FIELD WORK:

- A. Seller's field service personnel are authorized only to advise and consult with Buyer or its representative and are not authorized nor licensed to handle or operate the Equipment.
- B. At all times during which Seller's service representatives are performing services at the jobsite, whether related to preliminary operations, start-up, testing, or Equipment repairs, Buyer shall provide a supervisor to whom the representative shall report.
- C. In the event Seller field erects the Equipment utilizing its own construction labor, Seller shall provide a supervisor to direct said labor. The supervisor shall report to and be directed by Buyer's project engineer, or comparable individual, at the jobsite.

TAXES ARE NOT INCLUDED:

All federal, state, and local taxes are for Buyer's account and are in addition to prices quoted in this Contract, unless specifically set out and identified as a tax-related item. It is the duty of the Buyer to establish exemption to any taxes and to indemnify Seller if such information is incorrect.

PERMITS:

Where laws or municipal ordinances require permits to install the Equipment or require the approval of the plans or specifications for the Equipment or its installation, Buyer assumes the responsibility and expense for securing the required permit or approval. The expense of any changes which are required to meet the approval of the state or municipal authorities is for Buyer's account. Seller will assist Buyer by providing any necessary technical information to obtain any of said permits.

COMPLIANCE AT THE JOBSITE:

Seller does not warrant that the Equipment complies with laws, ordinances, regulations, insurance requirements, or local union rules or preferences in effect at the jobsite. Modifications in the Equipment which are required in order to comply with the same are at Buyer's expense. Seller accepts no responsibility for penalties or citations levied against Buyer by local, state, or federal authorities.

FORCE MAJEURE:

Seller shall not be liable for failure to deliver or for delays in delivery, construction, or erection of Equipment occasioned by causes beyond the control of Seller including, but not limited to, strikes, labor slowdowns, lockouts, fires, floods, riots, thefts, accidents, embargoes, acts of government, acts of God, unusually severe weather, inability to obtain shipping space, machinery breakdowns, delay of carriers or suppliers, and governmental acts or regulations. In the event of any such delay, the time for performance shall be reasonably extended and an adjustment shall be made for additional costs to Seller.

RISK OF LOSS:

Risk of loss shall pass to Buyer upon delivery or tender of delivery of the Equipment to the carrier or to the jobsite, as the case may be. From the time risk loss passes to Buyer until final payment, Buyer shall carry "all risk" insurance in the name of Buyer and Seller, as their interests may appear, in an amount equal to the total Contract price.

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TRANSPORTATION CHARGES:

Buyer shall bear the expense of changes in transportation rates, taxes, or routing requirements after Contract formation but prior to delivery either to Seller or to the jobsite.

CANCELLATION:

Buyer shall have the right to cancel the Contract prior to the point when manufacturing begins or when special items identified to the Contract are purchased by Seller by paying to Seller liquidated damages of 15% of the Contract price plus reimbursement for all expenses incurred by Seller through the termination date.

CONFIDENTIAL INFORMATION OF SELLER:

- A. Any proprietary information received by Buyer from Seller (including, but not limited to samples, designs, concepts and drawings) remains the property of Seller. Buyer agrees to maintain as secret and treat as confidential all proprietary information supplied by Seller and may not disclose such information to a third party without prior written consent of Seller. Buyer may not use Seller's proprietary information in performing work for itself or any third party at any time. Buyer shall return to Seller all proprietary information upon demand and in no event later than the completion of the work under this Contract.
- B. In the event Buyer violates the terms of this provision, Buyer shall be liable for all damages directly or indirectly resulting from said breach, including, but not limited to, Seller's lost profits and injury to Seller's goodwill. Buyer and Seller recognize the difficulty of ascertaining such damages and agree that damages shall be presumed to equal 20% of the Contract price. Buyer furthermore agrees to inform all necessary third parties of its breach of this provision and that information said third party received is proprietary information of Seller.

MANUALS AND WARNINGS:

When Buyer acknowledges receipt of Seller's instruction manuals and warnings and those of Seller's vendors, Buyer accepts complete responsibility for ensuring that the same are distributed to and utilized by the Equipment Operators and that said individuals are properly trained to safely and completely operate the Equipment. Buyer agrees to indemnify and hold harmless Seller from any and all claims, losses, damages, or expenses arising from or in any way connected with Buyer's responsibility hereunder.

ATTORNEY'S FEES:

In addition to any other remedies provided by law, Buyer shall be liable for attorney's fees and litigation expenses which Seller reasonably incurs to enforce, interpret, or collect damages under any of the terms of the Contract.

PATENTS:

Where Buyer furnishes plans and specification, Buyer shall hold Seller harmless against any claims of any third party by way of patent infringement or proprietary information belonging to another which arises out of compliance with said specifications. Seller warrants that the Equipment shall be free of any such claims on all of its work and will hold Buyer harmless from any such claim in those cases where plans and specifications are provided by Seller.

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MATERIAL AND WORKMANSHIP WARRANTY:

- A. **SOLE EXPRESS WARRANTY:** SELLER WARRANTS THAT THE EQUIPMENT CONFORMS TO SELLER'S PROPOSAL AND ANY SPECIFICATIONS DIRECTLY INCORPORATED INTO THE CONTRACT. ANY EXPRESS OR IMPLIED REFERENCE TO PLANS AND SPECIFICATIONS OUTSIDE OF THE SPECIFIC SCOPE OF THE EQUIPMENT SHALL IN NO WAY ALTER OR ENLARGE SELLER'S RESPONSIBILITY UNDER THE CONTRACT. EQUIPMENT AND/OR SERVICES SUPPLIED BY OTHER VENDORS ARE EXCLUDED FROM SELLER'S WARRANTY AND ONLY CARRY SUCH WARRANTY AS PROVIDED BY THOSE VENDORS. SELLER AGREES TO ACT AS LIAISON FOR BUYER WITH THOSE VENDORS.
- B. **No Implied Warranty:** OTHER THAN TITLE, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.
- C. **Length of Warranty:** Equipment manufactured by Seller is guaranteed against defects in materials and workmanship for one (1) year from the date of initial operation, not to exceed eighteen (18) months from the date of installation.
- D. **Exclusive Remedy:** In the event of a defect in material or Seller's workmanship, Seller's sole obligation is to repair, during normal working hours, or provide replacement parts, at its option, f.o.b. point of manufacture. Removal and reinstallation expenses and transportation charges are for Buyer's account. Repair or replacement does not alter or extend limits on liability and warranty established at sale. If Seller fails to so repair or replace, Seller's liability shall not exceed the contract price of the specific defective goods. It is agreed that there is not a breach of contract so long as Seller is willing to repair or replace defective equipment.
- E. **Conditions of Warranty:** Seller's warranty is conditional upon Buyer's (1) giving Seller notice of a defect within ten (10) days from the time it should have been detected; (2) giving Seller prompt and reasonable opportunity to inspect the Equipment; (3) operating the Equipment according to the manner prescribed by Seller without alteration or substitution to the Equipment; and (4) keeping adequate logs and records to establish proper Equipment operation. Proper operation includes, but is not limited to, proper erection, start-up, and equipment maintenance, avoidance of damage from abrasion, corrosion, or excessive temperature, and proper servicing of Equipment. Failure to comply with any of the above conditions voids this warranty.
- F. **Backcharges:** Buyer may not backcharge Seller for legitimate warranty claims without Seller's prior written consent since Seller has a duty to repair or provide replacement parts for the Equipment.
- G. **Specific Expectations:** Seller does NOT guarantee any of its equipment against abrasion, corrosion, excessive temperatures, misuse or erosion, unless specified otherwise in writing.

APPLICABLE LAW:

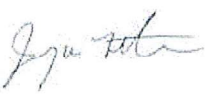
This Contract is made in Statesville, North Carolina, and irrespective of the place of performance, or otherwise, the Contract and all disputes or claims concerning any aspect of the Contract shall be construed and interpreted in accordance with the laws and decisions of the Courts of North Carolina.

COMPLETE AGREEMENT:

- A. This Contract constitutes a final written expression of all the terms of the agreement between Buyer and Seller and is a complete and exclusive statement of those terms.
- B. The terms of this Contract may not be modified or waived orally.
- C. In the event any provision, or part thereof, of this Contract is held to be unenforceable, the remaining provisions and parts thereof shall remain in full force and effect.

Seller

Buyer


Jerry Trostle (VP of Sales)
Pneu-Mech Systems LLC

Name _____

Title _____

Company _____